

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JALON R. HALL,

Plaintiff,

v.

GOOGLE LLC, a Delaware Limited Liability
Company; JAMILA SMITH-LOUD, an
individual; and DOES 1–25, inclusive,

Defendant.

Case No. 23-cv-06574-JST

STIPULATED
PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.5, below, that this Stipulated Protective Order does not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the Court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
2 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule
3 of Civil Procedure 26(c).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
5 well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or items that
7 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

9 2.5 Disclosure or Discovery Material: all items or information, regardless of the
10 medium or manner in which it is generated, stored, or maintained (including, among other things,
11 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
12 responses to discovery in this matter.

13 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
14 the litigation who (1) has been retained by a Party or its Counsel to serve as an expert witness or
15 as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s
16 competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party
17 or of a Party’s competitor.

18 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
19 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another
20 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by
21 less restrictive means.

22 2.8 In-House Counsel: attorneys who are members in good standing of at least one
23 state bar, who are employees of a Party, and who have responsibility for managing this action.
24 In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

25 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
26 entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this action but are retained to represent or advise a Party and have appeared in this action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

2.11 Party: any party to this action.

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, ASL interpretation services, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium, and professional jury or trial consultants) and their employees and subcontractors, who (1) have been retained by a Party or its Counsel to provide litigation support services with respect to this action, (2) are (including any employees and subcontractors) not a past or current employee of a Party or of a Party's competitor, and (3) at the time of retention, are not anticipated to become an employee of a Party or of a Party's competitor.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material.

3. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulated Protective Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who

1 obtained the information lawfully and under no obligation of confidentiality to the Designating
2 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations imposed by
5 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court
6 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
7 claims and defenses in this action, with or without prejudice; or (2) entry of a final judgment
8 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
9 of this action, including the time limits for filing any motions or applications for extension of time
10 pursuant to applicable law.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
13 or Non-Party that designates information or items for protection under this Order must take care
14 to limit any such designation to specific material that qualifies under the appropriate standards.
15 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to
16 be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
17 encumber or retard the case development process or to impose unnecessary expenses and burdens
18 on other Parties) expose the Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it designated
20 for protection do not qualify for protection at all or do not qualify for the level of protection
21 initially asserted, that Designating Party must promptly notify all other Parties that it is
22 withdrawing the mistaken designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
24 (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,
25 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
26 designated before the material is disclosed or produced.

27 Designation in conformity with this Order requires:
28

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains protected material.

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record or within 7 days after the Designating Party receives the transcript, all protected testimony, and specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection at the deposition or within 7 days after the Designating Party receives the transcript shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 7 days after receipt of the transcript, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Before the expiration of the 7-day period for designation, all transcripts shall be treated as if they had been designated “CONFIDENTIAL” in their entirety unless otherwise agreed. After the expiration of that period, the transcript shall be treated only as actually designated.

Parties shall give the other Parties reasonable notice if they reasonably expect a deposition, hearing or other proceeding to include Protected Material so that the other Parties can ensure that only authorized individuals who have signed the “Acknowledgement and Agreement

1 to Be Bound” (Exhibit A) are present at those proceedings. The use of a document as an exhibit
2 at a deposition shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
3 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

4 Transcripts containing Protected Material shall have an obvious legend on the title page
5 that the transcript contains Protected Material, and the title page shall be followed by a list of all
6 pages (including line numbers as appropriate) that have been designated as Protected Material and
7 the level of protection being asserted by the Designating Party. The Designating Party shall
8 inform the court reporter of these requirements.

9 (c) for information produced in some form other than documentary and for any
10 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
11 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

13 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
14 designate qualified information or items does not, standing alone, waive the Designating Party’s
15 right to secure protection under this Order for such material. Upon timely correction of a
16 designation, the Receiving Party must make reasonable efforts to assure that the material is
17 treated in accordance with the provisions of this Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
20 any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is
21 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
22 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
23 confidentiality designation by electing not to mount a challenge promptly after the original
24 designation is disclosed.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
26 process by providing written notice of each designation it is challenging and describing the basis
27 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
28 notice must recite that the challenge to confidentiality is being made in accordance with this

1 specific paragraph of the Protective Order. The Parties shall attempt to resolve each challenge in
2 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
3 forms of communication are not sufficient) within 14 days of the date of service of notice. In
4 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
5 designation was not proper and must give the Designating Party an opportunity to review the
6 designated material, to reconsider the circumstances, and, if no change in designation is offered,
7 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
8 stage of the challenge process only if it has engaged in this meet and confer process first or
9 establishes that the Designating Party is unwilling to participate in the meet and confer process in
10 a timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without Court
12 intervention, the Challenging Party shall file and serve a motion to re-designate or de-designate
13 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21
14 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and
15 confer process will not resolve their dispute, whichever is earlier. Each such motion must be
16 accompanied by a competent declaration affirming that the movant has complied with the meet
17 and confer requirements imposed in the preceding paragraph.

18 The burden of persuasion in any such challenge proceeding shall be on the Designating
19 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
20 unnecessary expenses and burdens on other Parties) may expose the Challenging Party to
21 sanctions. All Parties shall continue to afford the material in question the level of protection to
22 which it is entitled under the Designating Party's designation until the Court rules on the
23 challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
26 or produced by another Party or by a Non-Party in connection with this case only for
27 prosecuting, defending, or attempting to settle this litigation, and such Protected Material shall
28 not be used for any business purpose, in connection with any other legal proceeding, or directly or

1 indirectly for any other purpose whatsoever. Such Protected Material may be disclosed only to
2 the categories of persons and under the conditions described in this Order. When the litigation has
3 been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and
6 in a secure manner that ensures that access is limited to the persons authorized under this Order.
7 Protected Material shall not be copied or otherwise reproduced by a Receiving Party, except for
8 transmission to qualified recipients, without the written permission of the Producing Party or by
9 further order of the Court.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
12 disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
14 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this litigation;

16 (b) the officers, directors, and employees (including In-House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this litigation;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
20 and Agreement to Be Bound” (Exhibit A);

21 (d) the Court and its personnel;

22 (e) stenographic reporters, videographers and/or their staff, and
23 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is
26 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
28 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be

separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or personally knows the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record, and In-House Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court and its personnel;

(d) stenographic reporters, videographers and their respective staff, and Professional Vendors to whom disclosure is reasonably necessary for this litigation; and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or personally knows the information, unless the Designating Party objects to the disclosure.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena issued by a court, arbitral, administrative, or legislative body, or with a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the person who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.¹

If the Designating Party timely² seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

¹ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

² The Designating Party shall have at least 14 days from the service of the notification pursuant to Section 8(a) to seek a protective order.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely objects or seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court.³ Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the

³ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

2 If a Receiving Party or person authorized to access Protected Material (“Authorized
3 Recipient”) discovers any loss of Protected Material or a breach of security, including any actual
4 or suspected unauthorized access, relating to another Party’s Protected Material, the Receiving
5 Party or Authorized Recipient shall: (1) promptly stop the unauthorized breach; (2) promptly
6 (within 72 hours) provide written notice to Designating Party of such breach, including
7 information regarding the size and scope of the breach; and (3) investigate and make reasonable
8 efforts to remediate the effects of the breach. In any event, the Receiving Party or Authorized
9 Recipient shall promptly take all necessary and appropriate corrective action to terminate any
10 unauthorized access.

11 11. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain produced material is
13 subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
14 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
15 modify whatever procedure may be established in an e-discovery order that provides for
16 production without prior privilege review. If information is produced in discovery that is subject
17 to a claim of privilege or of protection as trial- preparation material, the Party making the claim
18 may notify any Party that received the information of the claim and the basis for it. After being
19 notified, a Party must promptly return or destroy the specified information and any copies it has
20 and may not sequester, use or disclose the information until the claim is resolved.

21 Any disclosure of communications, information, or documents covered by the attorney-
22 client privilege or work-product protection is not a waiver of the privilege or protection from
23 discovery in this case or in any other federal or state proceeding.

24 This Order shall be interpreted to provide the maximum protection allowed by Federal
25 Rule of Evidence 502(d). Accordingly, the provisions of Federal Rule of Evidence 502(b) do not
26 apply, and the Disclosing Party is not required to satisfy the elements of Rule 502(b) to properly
27 assert the attorney-client privilege or work-product protection over disclosed communications,
28 information, and documents.

1 Nothing contained herein is intended to or shall serve to limit a Party's right to conduct a
2 review of communications, information, or documents for relevance, responsiveness and/or
3 segregation of privileged and/or protected information before production.

4 12. MISCELLANEOUS

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
6 seek its modification by agreement with other Parties or by applying to the Court if such
7 agreement cannot be reached. Furthermore, without application to the Court, any Party that is a
8 beneficiary of the protections of this Order may enter a written agreement releasing any other
9 Party hereto from one or more requirements of this Order even if the conduct subject to the
10 release would otherwise violate the terms herein.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
12 Order no Party waives any right it otherwise would have to object to disclosing or producing any
13 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,
14 no Party waives any right to object on any ground to use in evidence of any of the material
15 covered by this Protective Order.

16 12.3 No Agreement Concerning Discoverability. The identification or agreed upon
17 treatment of certain types of Disclosure and Discovery Material does not reflect agreement by the
18 Parties that the disclosure of such categories of Disclosure and Discovery Material is required or
19 appropriate in this action. The Parties reserve the right to argue that any particular category of
20 Disclosure and Discovery Material should not be produced.

21 12.4 Export Control. Disclosure of Protected Material shall be subject to all applicable
22 laws and regulations relating to the export of technical data contained in such Protected Material,
23 including the release of such technical data to foreign persons or nationals in the United States or
24 elsewhere. Each Party receiving Protected Material shall comply with all applicable export
25 control statutes and regulations. *See, e.g.,* 15 C.F.R. § 734, *et. seq.* No Protected Material may
26 leave the territorial boundaries of the United States of America or be made available to any
27 foreign national who is not (i) lawfully admitted for permanent residence in the United States or
28 (ii) identified as a protected individual under the Immigration and Naturalization Act (8 U.S.C. §

1 1324b(a)(3)). Without limitation, this prohibition extends to Protected Material (including
2 copies) in physical and electronic form. The viewing of Protected Material through electronic
3 means outside the territorial limits of the United States of America is similarly prohibited.
4 Notwithstanding this prohibition, Protected Material, to the extent otherwise permitted by law,
5 may be taken outside the territorial limits of the United States if it is reasonably necessary for a
6 deposition taken in a foreign country. The restrictions contained within this paragraph may be
7 amended through the consent of the producing Party to the extent that such agreed to procedures
8 conform with applicable export control laws and regulations.

9 12.5 Filing Protected Material. Without written permission from the Designating Party
10 or a court order secured after appropriate notice to all interested persons, a Party may not file in
11 the public record in this action any Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
13 filed under seal pursuant to a Court order authorizing the sealing of the specific Protected
14 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a
15 request establishing that the Protected Material at issue is privileged, protectable as a trade secret,
16 or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected
17 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving
18 Party may file the information in the public record pursuant to Civil Local Rule 79-5 unless
19 otherwise instructed by the court.

20 12.6 No Limitation on Legal Representation. Nothing in this Order shall preclude or
21 impede Outside Counsel of Record's ability to communicate with or advise their client in
22 connection with this litigation based on such Counsel's review and evaluation of Protected
23 Material, provided however that such communications or advice shall not disclose or reveal the
24 substance or content of any Protected Material other than as permitted under this Order.

25 12.7 Agreement Upon Execution. Each of the Parties agrees to be bound by the terms
26 of this Stipulated Protective Order as of the date Counsel for such Party executes this Stipulated
27 Protective Order, even if prior to entry of this Order by the Court.
28

1 12.8 Data Security. Any person in possession of Protected Material will maintain
2 appropriate administrative, technical, and organizational safeguards (“Safeguards”) that protect
3 the security and privacy of Protected Material.

4 13. FINAL DISPOSITION

5 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
6 Receiving Party must return all Protected Material to the Producing Party or destroy such
7 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
8 compilations, summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must
10 submit a written certification to the Producing Party (and, if not the same person or entity, to the
11 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
12 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
13 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
15 retain an archival copy of all pleadings, motions and trial briefs (including all supporting and
16 opposing papers and exhibits thereto), written discovery requests and responses (and exhibits
17 thereto), deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or
18 introduced into evidence at any hearing or trial, and their attorney work product which refers or is
19 related to any “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” information for archival purposes only. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth in Section 4
22 (DURATION).

23 14. INTERPRETATION, ENFORCEMENT, AND CONTINUING JURISDICTION

24 The United States District Court for the Northern District of California is responsible for
25 the interpretation and enforcement of this Order. After final disposition of this litigation, the
26 provisions of this Order shall continue to be binding except with respect to that Disclosure or
27 Discovery Material that become a matter of public record. This Court retains and shall have
28 continuing jurisdiction over the Parties and recipients of the Protected Material for enforcement

1 of the provision of this Order following final disposition of this litigation. All disputes
2 concerning Protected Material produced under the protection of this Order shall be resolved by
3 the United States District Court for the Northern District of California.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: December 12, 2024

Britt Karp

Attorney for Plaintiff

4 DATED: December 12, 2024

Liat L. Yamini

Attorney for Defendants

7 **ECF ATTESTATION**

8 Pursuant to Civil L. R. 5-1(i) the filer attests that concurrence in the filing of this document
9 has been obtained from each of the other signatories.

10 JONES DAY

11 Dated: December 12, 2024

By: s/ Liat L. Yamini

Liat L. Yamini

13 Attorneys for Defendants GOOGLE LLC and
14 JAMILA SMITH-LOUD

16 PURSUANT TO STIPULATION, IT IS SO ORDERED.

17 DATED: _____

18 United States District/Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of *Hall v. Google LLC, et. al.*, Case No. 23-cv- 06574-JST. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____